

**Active Kids Association of Sport - AKASPORT**  
**PROGRAM SERVICES AGREEMENT**

This Program Services Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Active Kids Association of Sport, d/b/a "AKASPORT", a Minnesota Nonprofit Corporation ("AKASPORT"), and \_\_\_\_\_ City of Coon Rapids \_\_\_\_\_, with an address of \_\_\_\_\_ ("Facility").

**BACKGROUND**

WHEREAS, Facility desires to retain the services of AKASPORT in the operation of the AKA All Sports Camp program in the summer of 2015 (June 8 – August 28); and

WHEREAS, AKASPORT and Facility desire to define their mutual rights and obligations during the performance of the work hereunder;

NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter contained, the parties hereto agree as follows:

1. Performance and Commencement of Services. The attached Statement of Work, made part of this Agreement, describes the services to be provided (the "Services"), the fees for the Services and the rental terms. The Statement of Work may be amended in writing and only by mutual agreement.
2. Payment for Services. AKASPORT collects all registrations and payments as well as assumes and pays for all expenses of the program. A rental fee and schedule is agreed between AKASPORT and Facility and is detailed in the Statement of Work.
3. Term and Termination. AKASPORT shall provide the Services to Facility for term set forth in the Statement of Work, unless terminated in accordance with this paragraph. This Agreement may only be extended thereafter by mutual written agreement. Either party may at any time in the event the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, or becomes subject to direct control by a trustee or similar authority; or if either party defaults in the performance of this Agreement, or materially breach any of its materials terms after giving written notice to the breaching party and ten (10) days for the breaching party to cure such breach. Upon such termination, AKASPORT shall pay Facility for all amounts owing Facility up to the point of termination. Sections 2, 5a, 6 and 7 shall survive any termination or expiration of this Agreement.
4. Warranty. Services will be performed in a professional manner. AKASPORT makes no guarantees as to the results of its performance.
5. Ownership Rights.
  - a. Except for information provided by Facility, Facility recognizes that the Deliverables (as set forth in the Statement of Work) or other materials supplied by AKASPORT are subject to proprietary rights of AKASPORT and are protected by copyright. All intellectual property rights including trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the deliverables or other materials are and will remain the property of AKASPORT, whether or not specifically recognized or protected under local law.

- b. AKASPORT grants to Facility, and Facility accepts, a limited right to use, during the Term of this Agreement only, the Deliverables for Facility's use only. Facility may not resell any Service or Deliverable provided hereunder except with the prior written consent of AKASPORT.
6. Limitation of Liability. Indemnification and Insurance. To the fullest extent permitted by law, AKASPORT agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of AKASPORT's negligence or AKASPORT's performance or failure to perform its obligations under this Agreement. The AKASPORT's indemnification obligation shall apply to the AKASPORT's subcontractor(s), or anyone directly or indirectly employed or hired by the AKASPORT, or anyone for whose acts the AKASPORT may be liable. The AKASPORT agrees this indemnity obligation shall survive the completion or termination of this Agreement.
7. Insurance Requirements.
  - A. Liability. AKASPORT agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
  - B. Automobile Liability. If AKASPORT operates a motor vehicle in performing the services under this Agreement, the AKASPORT shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
  - C. Workers' Compensation. AKASPORT agrees to comply with all applicable workers' compensation laws in Minnesota.
  - D. Certificate of Insurance. AKASPORT shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.. In no case, shall the AKASPORT be responsible for any act, omission or negligence of the Facility, or Facility's licensees, agent's servants or employees.
8. Assignment. Neither party may assign this Agreement or any transactions associated with this Agreement without the written consent of the other party unless it is through an entity to which Facility assigns, transfers, and conveys substantially all of its assets and into which it is merged or with which it is consolidated.
9. Independent Contractor. AKASPORT and Facility shall at all times act as, and represent themselves to be, independent contractors, and not agents or employees of the other. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
10. Force Majeure. AKASPORT shall not be liable for any damages or penalty for delay in delivery or for any other failure to perform in accordance with the terms and conditions hereof if such delay or failure to perform is due in whole or in part to factors beyond AKASPORT's reasonable control.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to its conflicts of law rules.

12. Notices. Any notice, consent or approval required or permitted under this Agreement shall be in writing and shall be deemed given when delivered (i) personally, (ii) by postage mail, or (iii) by a nationally recognized courier provider. Notice shall be given to the addresses listed above, as may be modified from time to time.
13. General. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by AKASPORT. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement. In the event of any inconsistency between this Agreement and any other related agreements between Facility and AKASPORT, the terms of this Agreement shall prevail.
14. Three Year Agreement. In order for to provide this program, AKASPORT requires a three year commitment. In order for AKASPORT to provide this program and before camp operations can begin, the service agreement and facility use agreement must be signed and returned within thirty (30) days of receipt. City must notify AKASPORT of intention to terminate contract by January 1<sup>st</sup> for following summer. Also, AKASPORT must notify City of final intentions by May 1<sup>st</sup> of each season.
15. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

Entire Agreement This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, who personally warrant their authority to so act, have read and executed this Agreement as of the Effective Date.

ACTIVE KIDS ASSOCIATION OF SPORT

FACILITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## STATEMENT OF WORK

Description of Services: AKASPORT will rent space from the Coon Rapids Ice Center (CRIC) for a period of 12 weeks and conduct the AKA All Sports Camp program for boys and girls ages 6-12. Each week offers a different focused sport or activity. Mornings consist of the sport week theme instruction: technique, rules, drills, relays, small sided games. Lunch time and rest period consists of eating, reading, drawing, artwork, board games and rest. Afternoons consist of fun playground activities, structured play and games. Afternoon structured game play includes: Kickball, Dodge ball, Various Races, Cricket, Tag, and Playground Activities.

- June 8 – August 28 - 12 weeks in full, sell the 10 week package with the option to add additional weeks. Just as well, sell individual weeks for those interested in certain weeks / sports.
- 7:00am – 6:00pm
- Cost - \$2,100 for 10 weeks (\$210/week discounted package)  
Early Bird Registration - \$1,800 (December 1, 2014 – March 1, 2015)
- \$225 - \$235 for 1 Week - (depending on the week)

AKASPORT handles:

- Registration – online & mail in
- Marketing
- Staff Hiring, Training & Payroll
- Field Trips and Partnership coordinating
- Equipment Purchases
- Communication with the Families

CRIC assists with:

- Ice Rental, Facility Rental, Facility Space requests
- Advertising with their current database for this age demographic

### Term of Program:

1. Term is a one year contract June 1, 2015 (setup) – August 28 (take down), 2015.
2. AKASPORT secures the right to void the agreement if a minimum of 20 kids registered is not met by April 1.
3. For enrollment numbers between 20 & 30 participants, AKASPORT pays CRIC a Rental Fee of \$500/week over 12 weeks plus possible ice time at a discounted in house rate to be agreed (\_\_\_\_\_).
4. For enrollment numbers between 31 & 45 participants, AKASPORT pays CRIC a Rental Fee of \$1,000/week over 12 weeks plus possible ice time at a discounted in house rate to be agreed (\_\_\_\_\_).
5. Space used includes CRIC Conference Rooms, Locker rooms and indoor amenity rooms (bathrooms and storage) as well as outdoor green space and outdoor Rink.
6. Dates:
  - a. AKA Orientation (one night) between June 3-5, 2015
  - b. AKA First Day – June 8, 2015
  - c. AKA Last Day – August 28, 2015
  - d. Potential for Programming – Week of August 31-September 3 (Monday-Thursday)
7. Payment terms for Space:
  - a. AKA will pay monthly rental fee at the start of each month for June, July, and August 2015.

Terms agreed to and accepted by:

ACTIVE KIDS ASSOCIATION OF SPORT

FACILITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_